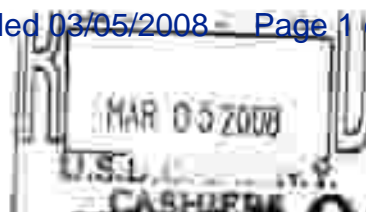


JUDGE RAKOFF

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



MAERSK LINE,

08 CV 2199

Plaintiff,

- against -

CIVIL COMPLAINT
IN ADMIRALTY

ADB INTERNATIONAL, INC.,

Defendant.

Plaintiff MAERSK LINE, by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant ADB INTERNATIONAL, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1998, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff MAERSK LINE was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 8000 Carnegie Blvd., Charlotte, NC 28209.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.

5. Thereafter, the goods were carried to the ports of destination and delivered to the defendant and/or its agents.

6. Plaintiff has performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$15,774.00, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$15,774.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
March 4, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By 
Albert J. Avallone - AA1878
Attorneys for Plaintiff
MAERSK LINE
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

1. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant ADB INTERNATIONAL, INC. was and still is a corporation organized and existing under the laws of the State of South Carolina, with offices and a place of business at 49 Thomas Mathis Road, Edgefield, SC 29824, with an agent for service of process, Alain De Bernardi, at 644 Lake Santee Drive, N. Augusta, SC 29841.

II. Details of shipment(s):

1. Bill of Lading No. 523817081, dated August 15, 2007, from Dalton to Santos v/a Charleston on the Vessel CAP SAN LORENZO, one (1) forty-foot container SAID TO CONTAIN: TEXTILE WASTE, at the applicable tariff and/or Service Contract rate of \$1.761.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$1,761.00

2. Bill of Lading No. 523969847, dated September 27, 2007, from Dalton to Leghorn via Savannah on the Vessel MAERSK DJIBOUTI, two (2) forty-foot containers SAID TO CONTAIN: TEXTILE WASTE, at the applicable tariff and/or Service Contract rate of \$2,422.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$2,422.00

to Salerno via Savannah on the Vessel MAERSK DJIBOUTI, one (1) forty-foot
container SAID TO CONTAIN: TEXTILE WASTE, at the applicable tariff and/or
Service Contract rate of \$1,076.00 (Exhibit C).

Amount Paid: \$0

Amount Due: \$1,076.00

4. Bill of Lading No. 523970914, dated September 28, 2007, from Dalton
to Leghorn via Savannah on the Vessel MAERSK DJIBOUTI, one (1) forty-foot
container SAID TO CONTAIN: THREADWASTE, at the applicable tariff and/or
Service Contract rate of \$1,211.00 (Exhibit D).

Amount Paid: \$0

Amount Due: \$1,211.00

5. Bill of Lading No. 524074660, dated October 4, 2007, from Da Hon to
Valencia via Charleston on the Vessel SL FLORIDA, two (2) forty-foot containers
SAID TO CONTAIN: TEXTILE WASTE, at the applicable tariff and/or Service
Contract rate of \$2,452.00 (Exhibit E).

Amount Paid: \$0

Amount Due: \$2,452.00

6. Bill of Lading No. 524102568, dated October 8, 2007, from da Hon to
Felixstowe via Charleston on the Vessel MAERSK GAIRLOCH, two (2) forty-foot
containers SAID TO CONTAIN: TEXTILE WASTE, at the applicable tariff and/or
Service Contract rate of \$4,700.00 (Exhibit F).

Amount Paid: \$0

Amount Due: \$4,700.00

7. Bill of Lading No. 524131212, dated October 18, 2007, from Da Hon to Salerno via Savannah on the Vessel MAERSK DENVER, one (1) forty-foot container SAID TO CONTAIN: TEXTILE WASTE, at the applicable tariff and/or Service Contract rate of \$1,076.00 (Exhibit G).

Amount Paid: \$0

Amount Due: \$1,076.00

8. Bill of Lading No. 855575474, dated December 10, 2007, from Dalton to Salerno via Savannah on the Vessel MAERSK DAESAN, one (1) forty-foot container SAID TO CONTAIN: SHREDDED WASTE NATURAL, at the applicable tariff and/or Service Contract rate of \$1,076.00 (Exhibit H).

Amount Paid: \$0

Amount Due: \$1,076.00

III. Total Amount Due: \$15,774.00